

FORM OF RESTORATION AND PENALTY BOND

Bond _____

KNOW ALL MEN BY THESE PRESENTS, That we, _____ of _____, (the "PRINCIPAL") and _____ of _____, (the "SURETY" or "SURETIES") licensed to do business as a surety in the State of New York, are held and firmly bound unto the New York State Department of Environmental Conservation, (the OBLIGEE") or its successors and assigns, in the penal sum of _____ Dollars, lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has applied for authorization from the OBLIGEE to operate, in conformance with DEC Permit # _____ (the "permit"), a solid waste transfer station at:

| | |
|-----------|---------|
| Block (s) | Lot (s) |
|-----------|---------|

Transfer Station Address

(the "Premises"); and,

WHEREAS, the OBLIGEE's issuance of authorization is conditioned upon the PRINCIPAL's submission and maintenance of a bond guaranteeing the restoration of the Premises to its original condition and to the satisfaction of the OBLIGEE, including but not limited to, the removal of all solid or hazardous waste, debris, or any other material, including recyclables or materials designated for re-use, which are determined by the OBLIGEE, to constitute or give rise to a hazardous or offensive conditions (the "Restoration Obligation"), and

WHEREAS, the OBLIGEE's issuance of authorization is also conditioned upon the PRINCIPAL's submission and maintenance of a bond guaranteeing the payment of any DEC penalty (the "Penalty Obligation") duly imposed pursuant to the New York State of Environmental Conservation Law (the "ECL") and DEC permit No. 2-6007-00090/1 (the "Permit"),

THEREFORE, in consideration of the promises stated herein, the parties agree as follows:

1. The SURETY (SURETIES), for value received, hereby stipulates and agrees that, upon written notice from the OBLIGEE of the PRINCIPAL's failure to perform or to complete the Restoration Obligation within forty-eight (48) hours following the occurrence of one or more of the events specified in Paragraph 2 hereof, such SURETY or SURETIES will fully perform and complete such Restoration Obligation or will pay to the OBLIGEE, in an amount not to exceed the penal sum of this bond, the full cost (the "Restoration Costs") to the OBLIGEE of performing the Restoration Obligation, as determined by the OBLIGEE.

2. The SURETY's (SURETIES') obligation to perform shall arise unconditionally upon the PRINCIPAL's failure to perform the Restoration Obligation as defined herein within forty-eight (48) hours after the occurrence of one or more of the following events:

- a) the expiration, suspension, termination or revocation of the authorization;
- b) the PRINCIPAL's abandonment of the Premises; or
- c) a cassation of use of the Premises as a transfer station.

3. The SURETY's (SURETIES') obligation to perform shall also arise unconditionally upon the PRINCIPAL's failure to pay the penalty obligation as defined herein upon the submission of demand with certification by the Counsel to the Agency that the permittees:

- a) has been cited for violation of the ECL, the Rules and Regulations of the OBLIGEE herein (the "Regulations"), or the Permit,
- b) has been afforded the appropriate notice and opportunity to be heard regarding such violation;
- c) has been found to be in violation of the XCL the Regulations or the Permit;
- d) has been fined and/or assessed costs to be incurred by the Agency or its Agents in remediating the environmental hazards, if any, which formed the basis of the finding, and,
- e) has not paid such fine an/or costs within the time period provided in the Regulations.

The OBLIGEE's actual incurrence of costs for performance of the Restoration Obligation shall not be a condition precedent to (SURETIES) agrees to commence performance or tender payment for Restoration Costs and/or Penalty within fifteen (15) days following written notice from the OBLIGEE.

4. This bond shall remain in full force and effect until one hundred eighty (180) days following the expiration of the authorization or the occurrence of one or more of the events specified in Paragraph a hereof, whichever is later.

In Witness Whereof, these presents were signed and sealed this _____ day of _____, _____.

Principal

By: _____

Surety

By: _____

Attorney-in-Fact